

City Clerk File No. Ord. 14.076

Agenda No. 3.A 1st Reading

Agenda No. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.076

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO  
CREATE AN ADAPTIVE REUSE DISTRICT AND MODIFY DENSITY**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on March 12, 2014; and

**WHEREAS**, the existing Plan has several "Adaptive Reuse" zones intended to allow the preservation of important and/or historic structures in the community; and

**WHEREAS**, creating a new Adaptive Reuse Zone (Zone F) will allow an existing architecturally sound and aesthetically attractive structure to be preserved and rehabilitated for residential and restaurant use, which is a benefit to the community and its history; and

**WHEREAS**, as the Area continues to develop, it is necessary to review the density requirements, and make adjustments where appropriate; and

**WHEREAS**, the existing Mixed Use E zone would benefit from consistent density standards and should be modified to provide same; and

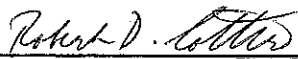
**WHEREAS**, the Planning Board, at its meeting of June 17, 2014, determined that the Morris Canal Redevelopment Plan should be amended to create a new Adaptive Reuse Zone and modify the Mixed Use E Zone density; and

**WHEREAS**, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, FAICP  
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET -- NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO CREATE AN ADAPTIVE REUSE DISTRICT AND MODIFY DENSITY**


**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The proposed amendments will do two things. First, a new Adaptive Reuse "zone F" will be created to encourage the preservation and redevelopment of an existing warehouse building at the corner of Berry Ln. and Communipaw Ave. Second, the density on Mixed Use E zone will be modified to have consistent density permitted throughout the entire zone.

  
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/5/14  
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL  
REDEVELOPMENT PLAN TO CREATE AN ADAPTIVE REUSE DISTRICT  
AND MODIFY DENSITY**

The proposed amendments will do two things. First, a new Adaptive Reuse “zone F” will be created to encourage the preservation and redevelopment of an existing warehouse building at the corner of Berry Ln. and Communipaw Ave. Second, the density on Mixed Use E zone will be modified to have consistent density permitted throughout the entire zone.

# **Morris Canal**

## **Redevelopment Plan**

*(formerly known as the Garfield - Lafayette Redevelopment Plan)*

**As adopted by the Municipal Council of the City of Jersey City**

**March 1999**  
**Amended February 27, 2002**  
**Amended March 27, 2002**  
**Amended July 26, 2002**  
**Amended November 13, 2002**  
**Amended August 11, 2004**  
**Amended January 11, 2006**  
**Amended October 16, 2006**  
**Amended March 14, 2007**  
**Amended May 28, 2008 – Ord. 08-060**  
**Amended June 25, 2008 – Ord 08-084**  
**Amended December 17, 2008 – Ord 08-169**  
**Amended January 28, 2009 – Ord 09-006**  
**Amended June 17, 2009 –Ord 09-071**  
**Amended May 12, 2010 – Ord 10-064**  
**Amended August 25, 2010 – Ord 10-104**  
**Amended September 29, 2010 – Ord 10-115**  
**Amended November 23, 2010 – Ord 10-156**  
**Amended February 23, 2011 - Ord 11-024**  
**Amended June 29, 2011 – Ord. 11-071**  
**Amended June 27, 2012 – Ord. 12-083**  
**Amended October 9, 2013 – Ord. 13-103**  
**Amended March 12, 2014 – Ord. 14-024**  
***Proposed May 28, 2014***

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## ***XI. Land Use Zones And Specific Land Use Provisions***

- A. Transit Oriented Development** – no change
- B. Commuter Parking** – no change
- C. Industrial** – no change
- D. Mixed Use – A**– no change
- E. Mixed Use - B**– no change
- F. Mixed Use - C**– no change
- G. Mixed Use - D**– no change

### **H. Mixed Use – E Zone:**

Neighborhood Retail and Residential  
(Grand Street South Side)

This district shall encompass all lands contained within the following table of Blocks and Lots; however, NO land that contains or once contained the former Morris Canal shall be considered part of this district.

**Purpose:** To create a new residential neighborhood with small scale convenience and comparison shopping catering to neighborhood needs; and to provide small neighborhood oriented medical office buildings. Placement and design of all structures in the Mixed Use – E Zone shall have due consideration of the relationship to the historic buildings of the Whitlock Cordage Adaptive Reuse District, and to the former Morris Canal, which is adjacent.

#### **1. Permitted Principal Use**

- a. Community Facility
- b. Day Care Center
- c. Residential above the first floor (required west of Bishop Street except when the building is dedicated to medical offices)
- d. Medical Office Buildings
- e. Combination of the above, subject to approval by the Planning Board
- f. Public Utilities, except that natural gas transmission lines shall be prohibited

#### **2. Accessory Use**

- a. Parking.

#### **3. Required Uses fronting on Grand Street and Garfield Avenue, West of Bishop Street**

- a. Ground floor retail sales of goods and services, except for drive-through pick-up windows and liquor stores, or
- b. Ground floor office Commercial, or
- c. Ground floor child care center
- d. Ground floor community facility
- e. Ground floor combination of one or more of the above

#### **4. Development & Design Requirements**

- a. The former Morris Canal land shall be developed as a park and/or circulation alley contemporaneous with the adjacent residential development. There shall also be a 30' wide alley constructed parallel to the canal open space park. Its minimum length shall be between Bishop Street and Westervelt Place in order to eliminate dead ends and provide a continual traffic loop.
- b. No curb cuts shall be permitted along Grand Street. Instead, four (4) new access streets shall be constructed. These shall include: Bishop street on the former R-O-W, extensions of State Street and Westervelt Place, and the new circulation alley as described above. All streets shall provide twenty-four hour (24), unobstructed access and be offered to the City for dedication.
- c. All building facades shall be treated as a front façade. Entrances shall be provided to all adjacent streets from ground floor units. In addition, placement and exterior design of structures should be done in such a way as to provide an aesthetically pleasing and historically compatible face to passersby within any park that may be developed atop or adjacent to the former Morris Canal.
- d. All parking shall be located below or partially below grade level and interior to the principal building. Exterior walls shall show no evidence of parking within. The only exception to this shall be for medical building parking which shall be permitted to be exterior surface parking but shall be located in the rear yard of the building and completely screened from view from adjacent lots and decoratively screened from any adjoining streets. Decorative metal fencing and a minimum of 5' planting strip shall be provided around the perimeter.
- e. All fencing and walls shall be brick-faced with black metal fence and evergreen hedge row.
- f. Free standing signs are not permitted. Signs shall be as regulated in Signage Standards, Section VII.
- g. Maximum residential height shall be five stories. Maximum medical office height shall four stories. Minimum Height for all uses shall be three (3) stories.
- h. Only masonry materials may be used for exterior cladding. Brick shall be the predominant material used for any façade.
- i. Roof lines shall be generally flat. They may contain modified dormers and other architectural accents, upon review and approval of the Planning Board.
- j. Residential Parking shall be encouraged to utilize the new on-street parking created by newly improved streets.

#### **5. Area, yard and bulk requirements**

- a. Maximum Height
  - (1) Except for Medical offices: 55 feet and five stories. 4 of the stories must be of the principal use. One story may be of an accessory use.
  - (2) Medical offices: 55 feet and 4 stories
- b. Minimum lot area: 20,000 square feet

- c. Minimum front yard: 0 feet
- d. Minimum side yard: 0 feet
- e. Minimum rear yard: 10 feet
- f. Maximum density: 80 units per acre east of Bishop St., ~~65 units per acre West of Bishop St.~~
- g. Minimum sidewalk width: 15 feet along Grand Street, 10 feet on side streets

## **6. Parking**

For residential uses within the Mixed Use – E District, on-street parallel parking on new streets may be counted toward parking compliance. The parking requirement shall be as follows: ~~1~~ **0.9** space per residential dwelling unit.

- I. Rail Transportation Corridor – no change**
- J. Residential – no change**
- K. Whitlock Cordage Adaptive Reuse District – no change**
- L. BERRY LANE PARK ZONE – no change**
- M. ADAPTIVE REUSE OVERLAY ZONES**

To provide options for property owners of certain significant and appropriate structures, and/or certain outmoded institutional and industrial structures, that existed at the time of adoption of this redevelopment plan to have greater flexibility in use than would be permitted by the underlying residential, retail or industrial district. Adaptive Reuse Overlay - Zone A and Adaptive Reuse Overlay - Zone D consists of certain properties that are contained within the Plan Residential zone. Adaptive Reuse Overlay - Zone B consists of a property that crosses the boundary between an Industrial zone and Mixed Use - B zone (Neighborhood Retail and Residential). Adaptive Reuse Overlay - Zone C consists of a property that exists within an Industrial zone, but is on the cusp of an adjacent R-2 zone that is outside the Plan Area, and is across the street from parcels that are planned for parkland by this Plan. Zone E consists of old house of worship structures.

The Adaptive Reuse Overlay Zones shall be in addition to, and not supersede, the underlying zoning categories. Furthermore, the Adaptive Reuse Overlay Zone shall apply only to those structures that existed at the time of adoption of this Plan, as listed within each Overlay Zone category of this Plan, or new construction on vacant land within the Overlay Zones which permit new construction as outlined elsewhere in this section. Should said structures be demolished, or the exterior be significantly altered, except in compliance with the requirements of this section, the subject parcel shall no longer be considered part of an Adaptive Reuse Overlay Zone, and the underlying Plan zoning requirements shall be in effect.

### **1. Design Standards**

- a. For the adaptation, rehabilitation, and/or reuse of existing buildings (existing lower portions, not including any permitted vertical additions), the design standards contained within the Section VII for this district shall apply. Existing buildings shall implement rehabilitation that restores the building's exterior façade to its original profile to the extent possible within reasonable engineering



methods and cost. Restoration of original window and door openings is encouraged to the extent feasible.

- b. For new construction as a vertical addition on top of existing buildings, the following shall apply:

- (1) Vertical additions are only permitted on flat-roof buildings, and buildings free of decorative elements (such as domes, cupolas, cones, belvederes, towers, turrets, etc.)

- i. Vertical additions shall not be made to replicate the original building in materials or color. Additions shall be primarily of glass and steel with other modern material details. Glazing on additions must be a minimum of 85%.

- ii. All buildings shall incorporate flat roofs, except where existing roofs are sloped, gabled, or turreted or otherwise decoratively treated, in which case they shall remain.

- (a) Roofs may contain HVAC equipment, provided however, that the equipment must be enclosed or screened. Constructed screening shall be executed in a matter that is sympathetic with the architecture of the building, and shall not be visible from an elevation of five feet above the sidewalk on the opposite side of the public right-of-way.

- (b) Roofs shall include open space for building residents. Terraces, decked areas, seating areas, and landscaping should be included.

- (2) Rehabilitated buildings shall include the following amenities:

- i. Laundry facilities. A minimum of one (1) washer and dryer for every ten (10) units with a minimum of one (1) washer and dryer on each residential floor must be provided; OR a washer and dryer in each residential unit.

- ii. Bicycle storage. An appropriately sized bicycle storage room or locker area must be situated on the first floor or garage of all rehabilitated buildings.

## 2. Area, yard and bulk standards

- a. The adaptive re-use of these properties shall exempt the property from all area, yard and bulk requirements, provided that the lot size is not reduced from that which existed at the time of the adoption of this Plan; that the coverage is not increased by more than 5%; and that the height is not increased by more than two stories or penthouse floors or a single floor with a mezzanine, either not to exceed 20 feet, unless the specific Overlay Zone allows new construction within the zone.

- b. Except where otherwise regulated in this section, parking shall be provided to the greatest extent practicable considering the constraints of each site and prioritizing the preservation of the existing structures. The Board shall consider each application and determine if the parking proposed is appropriate.

## 3. List of Adaptive Reuse Overlay Zones and Permitted Uses:

- a. **Adaptive Reuse Overlay – Zone A**
- b. **Adaptive Reuse Overlay – Zone B**
- c. **Adaptive Reuse Overlay – Zone C**
- d. **Adaptive Reuse Overlay – Zone D**
- e. **Adaptive Reuse Overlay – Zone E**

*f. Adaptive Reuse Overlay – Zone F*

<i>Block</i>	<i>Lot</i>	<i>Address</i>
<i>18901</i>	<i>21</i>	<i>451 Communipaw Ave.</i>

*(1) Permitted Principal Use*

- A. Ground floor restaurant, category one and two*
- A. Residential above*

*(2) Accessory Uses*

- A. Retail sales of goods and services*
- B. Off-street parking and loading*
- C. Fences and walls*
- D. Bar, as an accessory use to a ground floor restaurant*

*(3) Zoning & Design Standards*

- A. Height – there shall be no increase in height beyond that which existed at the time of this adoption.*
- B. Building façade must be improved concurrent with the floors being adapted. This includes, but is not limited to, windows being reopened and glazed.*
- C. The City may impose fees on the applicant for off-site sidewalk improvements for those areas immediately adjacent to the site.*
- D. Signage – restaurant signage only. See signage requirements for N/C Neighborhood Commercial Zone in the Land Development Ordinance. In the event that the applicant is able to produce historical photographs showing original signage, the Board may consider a recreation of this signage instead of N/C zoned signage.*

# Morris Canal Redevelopment Plan

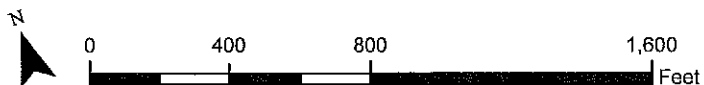
## Map C: Adaptive Reuse Zoning Overlay



### Legend

- Adaptive Reuse - A
- Adaptive Reuse - B
- Adaptive Reuse - C
- Adaptive Reuse - D
- Adaptive Reuse - E
- Adaptive Reuse - F

May 28, 2014



City Clerk File No. Ord. 14.077

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.077

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE DEFINITIONS OF THE LAND DEVELOPMENT ORDINANCE**

**WHEREAS**, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

**WHEREAS**, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

**WHEREAS**, Article I of the Land Development Ordinance contains definitions; and

**WHEREAS**, the existing glossary does not include a definition for "right of way"; and

**WHEREAS**, the Municipal Council, pursuant to N.J.S.A. 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

**WHEREAS**, the Planning Board at its meeting of June 3, 2014 did vote to recommend that the Municipal Council amend the Definitions of the Land Development Ordinance to include "right-of-way"; and

**WHEREAS**, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, AICP, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
AMENDMENTS TO THE DEFINITIONS OF THE LAND DEVELOPMENT ORDINANCE**

**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The proposed amendments will provide a definition of "right-of-way" for the Land Development Ordinance. This phrase is currently not included in the City's glossary of terms.

  
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

6/5/14  
Date

Proposed May 22, 2014

Material indicated by strikethrough ~~like this~~ is existing material that is intended to be deleted.  
Material indicated by bold italic ***like this*** is new material that is intended to be enacted.

The following definitions shall be added to the Land Development Ordinance:

***RIGHT-OF-WAY: A strip of land used or intended to be used as a street, lane, alley, pedestrian way, bikeway, railway, or some combination thereof; for the purpose of conveying people and/or goods, whether publicly or privately owned, and as indicated on the municipal tax map or created by subdivision or an easement granted to the City of Jersey City for public access and duly filed and recorded in the office of the Hudson County Registrar.***

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE DEFINITIONS OF THE LAND  
DEVELOPMENT ORDINANCE**

The proposed amendments will provide a definition of “right-of-way” for the Land Development Ordinance. This phrase is currently not included in the City’s glossary of terms.

City Clerk File No. Ord. 14.078

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.078

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING NO PARKING ANY TIME IN FRONT OF JONES HALL, 591 MONTGOMERY STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (No Parking Any Time) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 PARKING PROHIBITED AT ALL TIMES  
No person shall park a vehicle on any of the streets or parts thereof described.

Name of Street	Side	Limits
Montgomery St	North	Colgate St to Merseles St 300 feet east of Kennedy Blvd 20 feet east 209 feet west of Jersey Av 94 feet west 68 feet west of Monmouth St 72 feet west
	South	Fairmount Ter to Kennedy Blvd <u>112 feet east of Mill Rd 37 feet east</u> Jersey Av to Grove St 105 feet east of Bergen Av to Orchard St 186 feet south of Monmouth St 101 feet east

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as provided by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material to be inserted is underscored.

JDS:pcl  
(06.11.14)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Director,  
Architecture, Engineering, Traffic and Transportation

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Director, Dept. of Public Works

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐



**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING NO PARKING ANY TIME IN FRONT OF JONES HALL, 591 MONTGOMERY STREET

**Initiator**

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Carmen Guzman, Essex Plaza Management, Jones Hall – Property Manager, on behalf of Jones Hall Associates, 591 Montgomery Street, Jersey City, New Jersey 07302, 201.435.7631 ext. 0997	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

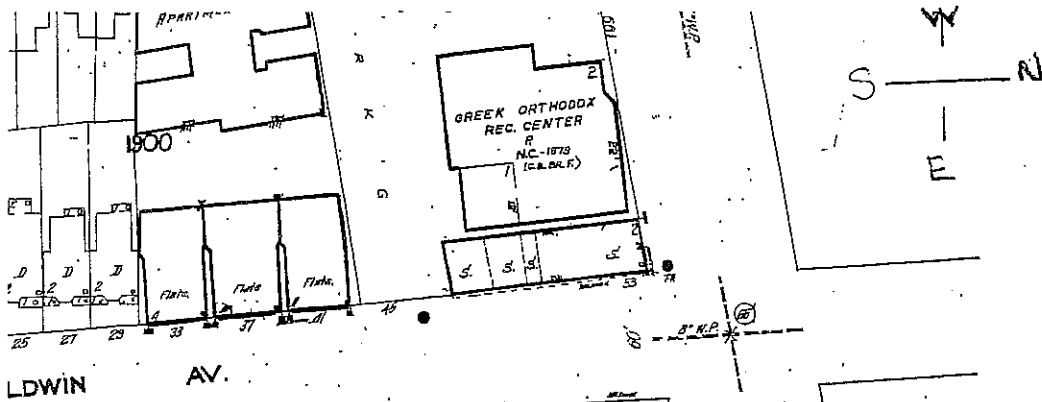
**Ordinance Purpose**

Designate 37 feet in front of Jones Hall, 591 Montgomery Street, as “no parking any time” to provide a parking space for Ambulances as well as Fire and Police Emergency vehicles at the entrance to Jones Hall, which is a building that houses Senior citizens.

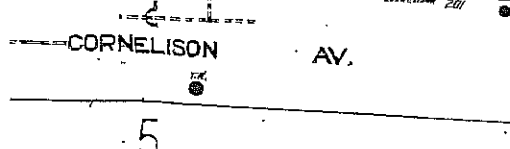
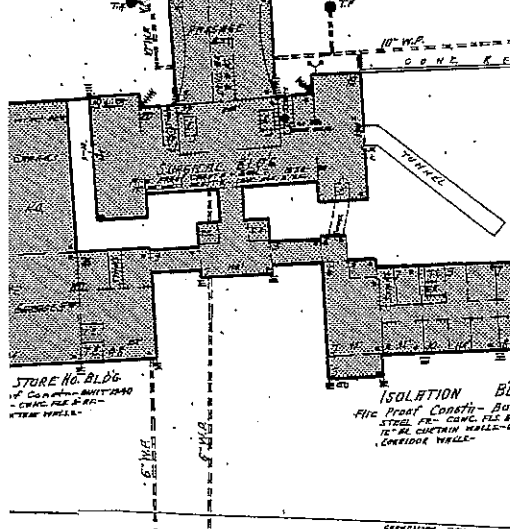
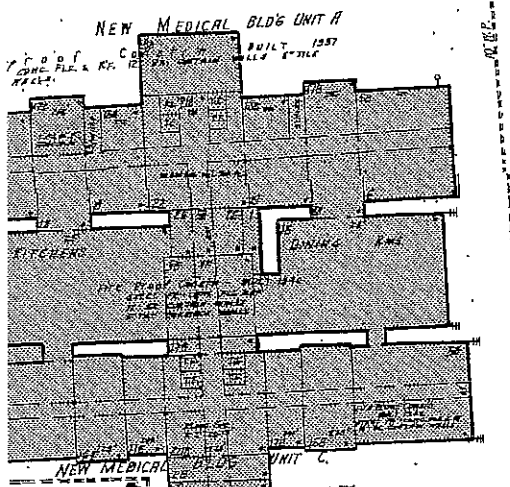
**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

\_\_\_\_\_  
Date



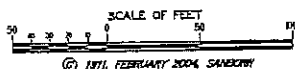
# ERSEY CITY MEDICAL CENTRE



MONTGOMERY

9

NO PARKING  
ANY TIME



City Clerk File No. Ord. 14.079

Agenda No. 3.D 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.079

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property, for a total of 115,414 square feet of commercial/retail space, is permitted for a period of five (5) years; and

**WHEREAS**, Grand Storage, LLC [Entity], is the owner of Property designated as Block 13605, Lot 11, on the City's Tax Map and more commonly known by the street address of 550 Grand Street, Jersey City, NJ; and

**WHEREAS**, the Entity now plans to construct a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property, for a total of 115,414 square feet of commercial/retail space; and

**WHEREAS**, construction will be substantially complete on January 15, 2015; and

**WHEREAS**, on March 11, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new commercial use Project, a copy of which application is attached hereto; and

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET**

**WHEREAS**, Grand Storage, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$42,332) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes due on improvements;
- (b) 2015: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$36,171;
- (c) 2016: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$72,343;
- (d) 2017: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$108,514; and
- (e) 2018: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$144,685;

**WHEREAS**, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$42,332 for land and \$180,856 for improvements, for a total of \$223,188 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$223,188; and

**WHEREAS**, Grand Storage, LLC, has agreed to pay the sum of \$173,121 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet, located in Block 13605, Lot 11, and more commonly known by the street address of 550 Grand Street, Jersey City, N.J., is hereby approved.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$36,171;
  - (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$72,343;
  - (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$108,514; and
  - (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$144,685.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1.50 x 115,414 square feet of commercial retail space, which includes the building interior parking of 112,624 square feet and exterior parking of approximately 2,790 square feet, for a total of \$173,121.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 13605, LOT 11, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 550 GRAND STREET

3. An obligation to execute a Project Employment and Contracting Agreement and Project Labor Agreement to insure employment and other economic benefits to City residents and businesses.
  4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within thirty-six (36) months of the date of adoption of the within Ordinance.
  5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
  6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
6/16/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

TIER ONE (5 YEAR)

6-16-14

N.J.S.A. 40A:21-1 et seq

(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **GRAND STORAGE, LLC**, [Applicant/Owner], whose principal place of business is 69-71 New Hook Road, Bayonne, NJ 07002.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 550 Grand Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 13605, Lot 11, on the Tax Assessor's Map, more commonly known by the street address of 550 Grand Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about March 11, 2014, the Applicant applied for a five year tax exemption to construct a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet on the Property, for a total of 115,414 square feet of commercial/retail space [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_ on \_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new three (3) story self-storage facility building to contain approximately one hundred twelve thousand six hundred twenty-four (112,624) square feet of commercial space, along with on-site interior parking within the building for loading and unloading, and six (6) exterior parking spots of approximately 2,790 square feet, for a total of 115,414 square feet of commercial/retail space [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq., and Ordinance\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements, if applicable, which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of taxes otherwise due, currently estimated to be the sum of \$36,171;
3. For the full calendar of Year 3, forty (40%) percent of taxes otherwise due, currently estimated to be the sum of \$72,343;
4. For the full calendar of Year 4, sixty (60%) percent of taxes otherwise due, currently estimated to be the sum of \$108,514; and
5. For the full calendar of Year 5, eighty (80%) percent of taxes otherwise due, currently estimated to be the sum of \$144,685.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of **\$3,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.



#### **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. The Certificate of Occupancy for this Project is expected to be issued by \_\_\_\_\_, 201\_. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

**ARTICLE IX: AFFORDABLE HOUSING TRUST FUND**  
**CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$173,121 or \$1.50 x 115,414 square feet of commercial space, as a contribution. The sum shall be due and payable as follows as per Section 304-30 of the Jersey City Municipal Code:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

**ARTICLE X: TERMINATION/ELIGIBILITY**  
**FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

**ARTICLE XI: PROJECT EMPLOYMENT AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

**ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

**Business Administrator**  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

**Grand Storage, LLC**  
**69-71 New Hook Road**  
**Bayonne, NJ 07002**

## ARTICLE XII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**GRAND STORAGE, LLC**

---

BY: \_\_\_\_\_, Member

**ATTEST:**

CITY OF JERSEY CITY

**Robert Byrne**  
**City Clerk**

BY: Robert J. Kakoleski  
**Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF JERSEY CITY** [City] and **GRAND STORAGE, LLC**, having its principal office at 69-71 New Hook Road, Bayonne, NJ 07002. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Steven M. Fulop's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.
9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined

as follows:

- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
- 10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
  - 11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
  - 12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
  - 13. "Project or Project Site" means the specific work location or locations specified in the contract.
  - 14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
  - 15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
  - 16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ.

The City acknowledges that the development of the Project has commenced, and accordingly, a number of contracts are in place. The Recipient agrees to comply with any pre-construction obligations for any prospective employment opportunities, and to comply with reporting obligations for existing and prospective contracts.

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts,

and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.

- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

**B. Developer's Contracting Obligations**

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

**C. Contractor's/Subcontractor's Compliance Statement**

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

**D. Union Statement of Using Its Best Efforts**

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such



statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as

## Appendix H.

- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

### I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

### J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

### K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

### L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**2. Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's

permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the

advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### **3. Business Contracting**

Good Faith shall mean compliance with all of the following conditions:

#### **1) Solicitation of Businesses:**

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
- i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned

Local Businesses. An example of these reports can be found in Appendix L.

- ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

#### **VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in

## Appendix N.

3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. **Interviews Relating to Violations:** The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. **Determination of Violation:** The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

## **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.

- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

#### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

#### **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Grand Storage, LLC  
69-71 New Hook Road  
Bayonne, NJ 07002

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

#### **XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by

the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**GRAND STORAGE, LLC**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**



# FISCAL IMPACT ANALYSIS - COMMERCIAL

## GRAND STORAGE, LLC

Total Municipal Budget:	500,912,891	Total Real Property Value:	5,932,776,544	Incoming Facility Non Residential Value:	3,773,900
		Non-Residential Property Value:	2,633,404,662		
		Non-Residential Value	2,633,404,662		
		Net Valuation Taxable	5,932,776,544		
Total Local Municipal Expenditures For Non-Residential	175,484,145	Proportion of Non-Residential Value to Total Net Valuation Taxable	0.44	Total Municipal Expenditures Attributable to Non-Residential Use	77,213,024
	X		=		
		Incoming Facility Non-Residential Value	3,773,900		
		Net Valuation Taxable	5,932,776,544		
Total Municipal Expenditures Attributable to Non-Residential Use	77,213,024	Proportion of Facility to Total Net Valuation Taxable	0.00063611	Municipal Cost Allocated To Non-Residential Facility	49,116
	X		=		

Facilities Assessment	Tax Rate (2013)	Annual Tax	Municipal Portion* (0.5)	Service Charge Amount:	1st Year	2nd Year	3rd Year	4th Year	5th Year	Implied Surplus (Cost)
3,773,900	74.66	281,759	140,880		42,332	90,218	138,103	185,989	233,784	(6,784)
Non-Residential Municipal Expenditure Breakdown:										
Fire		65,907,004								41,102
Police		101,933,500								88,987
DPW (Bldg, Streets, Parks)		7,643,641								136,873
Total		175,484,145								184,668

Net Valuation Taxable Source: 2014 Table of Aggregates  
Municipal Portion Source: 2013 Certified Tax Rate  
\* this figure assumes that any project, and one with the quality of finishes proposed, would be built without a tax abatement

City Clerk File No. Ord. 14.080

Agenda No. 3.E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.080

**TITLE:**

**AN ORDINANCE APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY HOUSING AUTHORITY TO PAY OFF-DUTY POLICE OFFICERS \$30 PER HOUR, PER OFFICER FOR ONE YEAR WITH THE TOTAL AMOUNT NOT TO EXCEED \$325,000**

**COUNCIL** offered and moved adoption of the following Ordinance:

**WHEREAS**, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and public housing authority to provide services to each other; and

**WHEREAS**, in order to enhance the safety and security of its residents, the Housing Authority requires the assistance of the Police Division of the Jersey City Public Safety Department (hereinafter referred to as "JCPD"); and

**WHEREAS**, the Housing Authority requests Off-Duty Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as a liaison with the JCPD; and

**WHEREAS**, the Housing Authority and the City desire to enter into this Shared Services Agreement for the City to provide the Housing Authority with Off-Duty Police Officers as more fully detailed in the Agreement attached hereto; and

**WHEREAS**, the Housing Authority agrees to the pay each Off-Duty Police Officer at a rate of \$30/hour per officer, per hour with the total amount not to exceed \$325,000; and

**WHEREAS**, the Housing Authority agrees to the pay the City for such services through the Off-Duty Employment Trust Account as per the provisions of Section C of Ordinance 13.141 and Attorney General Formal Opinion 1977- No. 23; and

**WHEREAS**, the term of this Shared Services Agreement shall be effective for one (1) year from the signing of this Agreement and to be renewed by mutual consent of the parties as more fully detailed in the attached Agreement; and

**WHEREAS**, by virtue of the adoption of this Ordinance, Section E(1) of Ordinance 13.141 establishing rates of compensation for Off-Duty Police Officers is hereby suspended for the duration of this Agreement as it relates to the Jersey City Housing Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The form of Agreement between the City of Jersey City and the JCHA is hereby approved.

**AN ORDINANCE APPROVING A SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF JERSEY CITY AND THE JERSEY CITY HOUSING AUTHORITY TO  
PAY OFF-DUTY POLICE OFFICERS \$30 PER HOUR, PER OFFICER FOR ONE  
YEAR WITH THE TOTAL AMOUNT NOT TO EXCEED \$325,000**

2. The Business Administrator is authorized to execute this Agreement.
3. The final version of the Agreement shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

JJH  
6/18/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**SHARED SERVICES AGREEMENT BETWEEN  
THE JERSEY CITY HOUSING AUTHORITY &  
THE CITY OF JERSEY CITY**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the **CITY OF JERSEY CITY** (hereinafter referred to as "the City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY HOUSING AUTHORITY**, (hereinafter referred to as "the Housing Authority"), a public corporation of the State of New Jersey, with offices at 400 U.S. Highway #1, Jersey City, New Jersey 07306.

**RECITALS**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and public housing authority to provide services to each other; and

**WHEREAS**, in order to enhance the safety and security of its residents, the Housing Authority requires the assistance of the Police Division of the Jersey City Public Safety Department (hereinafter referred to as "JCPD"); and

**WHEREAS**, the Housing Authority requests Off-Duty Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as a liaison with the JCPD; and

**WHEREAS**, the Housing Authority and the City desire to enter into this Shared Services Agreement for the City to provide the Housing Authority with Off-Duty Police Officers as more fully detailed in this Agreement;

**WHEREAS**, the term of this Shared Services Agreement shall be effective for one (1) year from the signing of this agreement and to be renewed by mutual consent of the parties as more fully detailed in this Agreement; and

**WHEREAS**, the Housing Authority agrees to the pay the City for such services through an escrow account established through the City's Office of Off-Duty Employment in compliance with Attorney General Formal Opinion 1977- No. 23; and

**WHEREAS**, the hourly cost per Off-Duty Police Officer shall be based on a rate of \$30/hour per officer with the understanding that the total amount is not to exceed \$325,000.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually

covenant, promise and agree as follows:

**Article 1**  
**Purpose of Agreement**

The purpose of this Agreement is for the City to provide the Housing Authority with Off-Duty Police Officers to help foster and promote the Housing Authority's One Strike Policy and serve as a liaison with the JCPD.

**Article 2**  
**Scope of Services**

The term of this Agreement is for one (1) year from the date of the execution of this Agreement.

1. (A) The Housing Authority agrees to contract with the City during the course of this Agreement for the administration of one (1) Off-Duty Police Officer at each public housing development on the days and times specified below on a weekly basis. However, it is understood that the Off-Duty Police Officer assigned below may call regular police patrol officers to assist with arrests at no additional cost.

<b>Location</b>	<b>Off-Duty Hrs/Wk</b>	<b>Times/Wk</b>
Marion Gardens	12	M,W,F (4-8pm)
Booker T. Washington Apts.	10	M – F (9-11pm)
Montgomery Gardens	10	M – F (9-11pm)
Hudson Gardens	15	M – F (6-9pm)
Holland Gardens	18	M – F (6-9:30pm)
Curries Woods	18	M – F (8-11:30pm)
Berry Gardens	21	M – Sun (8-11pm)
<b>TOTAL</b>	<b>104</b>	

(B) For specific events at the developments that may require an increased police presence, the Housing Authority agrees to contract for additional police presence with a minimum of 24 hours advance notice.

2. The Housing Authority agrees to provide the following to the JCPD at no cost, including but not limited to:

- Available office space and vacant residential units for surveillance purposes.

- Access to security cameras which are linked to non-CCTV and CCTV surveillance network for police purposes, which are currently monitored by the JCPD.
  - Collaboration with the JCPD on grant applications, initiatives, programs, etc. that address the safety and security of JCHA residents, as requested.
3. The JCPD agrees to provide the following to the Housing Authority at no cost, including but not limited to:
- A liaison between the JCPD and the Housing Authority.
  - Daily arrest bulletins.
  - Detailed police reports for Housing Authority's Public Housing and Section 8 Programs.
  - Statistics and/or reports of criminal activity for specific locations on or near Housing Authority developments for the purpose of grant applications, HUD filings, etc. as needed.
  - Surveillance/Investigation reports at Housing Authority developments.
  - Special police details in conjunction with city-wide initiatives (i.e. Anti-Crime/Drug, Weapons Collections, etc.).
  - Attendance at community meetings with residents and/or Asset Managers to discuss relevant issues and address community concerns.
4. The parties mutually consent to having the option to renew this lease agreement for a one (1) year renewal term, commencing at the expiration of the initial term. The option to renew is conditioned upon either party delivering written notices to exercise its renewal option not later than thirty (30) days prior to the expiration of the initial term.
5. The parties mutually consent to having the option to terminate this Agreement upon delivering written notice at least thirty (30) days prior to the anticipated termination date of this Agreement.

6. This Agreement is herein acknowledged and accepted on behalf of the City and the Housing Authority.

### **Article 3**

#### **Term of Agreement**

The term of this Agreement shall be twelve (12) months effective as of the signing of this agreement.

### **Article 4**

#### **Compensation and Payment**

1. As compensation for providing these services, the Housing Authority agrees to pay the City on a rate of \$30/hour per officer to be identified by Jersey City Ordinance governing Police Off-duty employment with the understanding that the total amount is not to exceed \$325,000
2. The JCHA agrees to pay the City as full compensation for services to be rendered under this contract and requires the JCPD liaison to keep time records and submit monthly bills by the 10th of the month with a yearly-upset limit not to exceed \$325,000.
3. Payments will be made approximately within thirty (30) to forty-five (45) calendar days. Invoices and/or timesheets shall be submitted on a monthly basis, even if there is no activity, with each invoice accompanied by a status report of all activities, including the name(s) of the officers and dates and times they worked at the sites. Invoices shall be sent to the Executive Director or designee for review and approval.

### **Article 5**

#### **Contractual Relationship**

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the Housing Authority. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

**Article 6**  
**Arbitration**

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

**Article 7**  
**Assignment**

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

**Article 8**  
**Choice of Law**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey in compliance with Attorney General Formal Opinion 1977-No. 23, and applicable Jersey City Ordinance governing Police Off-duty employment.

**Article 9**  
**Modification**

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

**Article 10**  
**Entire Agreement**

This Agreement constitutes the entire Agreement between the City and the Housing Authority. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either



party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

#### **Article 11** **Counter-Parts**

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

#### **Article 12** **Paragraph Headings**

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

#### **Article 13** **Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

#### **Article 14** **Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

#### **Article 15** **Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

**Article 16**  
**Hold Harmless & Indemnity**

The City and the JCPD shall hold and save the JCHA, its officers and agents, free and harmless from liability of any nature occasioned by the City or the JCPD's performance under this Agreement. The City and the JCPD shall be responsible for all damages to persons or property that occurs as a result of the negligence of the Off-Duty Police Officers engaged in the scope of services pursuant to this Agreement. The Off-Duty Police Officers hired pursuant to this Agreement shall take all proper safety precautions to protect the public and the property of others. The City and the JCPD shall defend, indemnify and hold harmless the JCHA, its officers and agents, from any and all claims, costs, expenses, liabilities, attorney fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the JCPD and their employees, agents, or contractors' negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

**Article 17**  
**Notice**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**City of Jersey City**  
**Office of the Business Administrator**  
**City Hall-280 Grove Street**  
**Jersey City, New Jersey 07302**

**Jersey City Housing Authority**  
**Office of the Executive Director**  
**400 U.S. Highway #1**  
**Jersey City, New Jersey 07306**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Off-Duty Employment Intake Manager**  
**City Clerk**

Dated: \_\_\_\_\_

**WITNESS:**

**JERSEY CITY HOUSING AUTHORITY**

\_\_\_\_\_  
**Maria T. Maio**  
**Executive Director**

\_\_\_\_\_  
**Raj Mukherji**  
**Chairman, Board of Commissioners**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_